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T.R.A. DOCKET ROOM

July 6, 2005

VIA HAND DELIVERY

Hon Ron Jones
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505


Re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and IDS Telcom, L L C Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No 05-00180

Dear Chairman Jones.

Pursuant to Section 252(e) of the Telecommunications Act of 1996, IDS Telcom, L.L.C and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendments to the Interconnection Agreement dated February 5, 2003. The first Amendment adds a definition for Engineering Charges to the Agreement and the second Amendment replaces DUF rates in the Agreement.

Thank you for your attention to this matter.

Sincerely yours,



Guy M Hicks

cc Angel Leiro, V-P Regulatory Affairs, IDS Telcom, L.L.C.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and IDS Telcom, L.L.C Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
AMENDMENTS TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND IDS TELCOM, L.L.C.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, IDS Telcom, L.L.C. ("IDS") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated February 5, 2003 (the "Amendments") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, IDS and BellSouth state the following:

1. IDS and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to IDS. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on March 17, 2003.

2. The parties have recently negotiated two Amendments to the Agreement. The first Amendment adds a definition for Engineering Charges to the Agreement and the second Amendment replaces DUF rates in the Agreement. Copies of the Amendments are attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, IDS and BellSouth are submitting their Amendments to the TRA for its consideration and approval. The Amendments provide that either or both of the parties are authorized to submit the Amendments to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendments between BellSouth and IDS within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. IDS and BellSouth aver that the Amendments are consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act and FCC Order No. 04-164, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

IDS and BellSouth respectfully request that the TRA approve the Amendments negotiated between the parties.

This 6th day of July, 2005.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC

By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendments to the Interconnection Agreement on the following via United States Mail on the 6th day of July, 2005:

Angel Leiro
V-P Regulatory Affairs
IDS Telecom LLC
1525 N.W. 167th Street
2nd Floor
Miami, FL


Guy M. Hicks

Amendment to the Agreement
Between
IDS Telcom, L L C
And
BellSouth Telecommunications, Inc
Dated February 5, 2003

Pursuant to this Amendment, (the "Amendment"), IDS Telcom, L L C ("IDS Telcom"), and BellSouth Telecommunications, Inc ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated February 5, 2003 ("Agreement") to be binding upon the date of the last signature executing the Amendment

WHEREAS, BellSouth and IDS Telcom entered into the Agreement on February 5, 2003, and

WHEREAS, BellSouth and IDS Telcom are amending the Agreement to set forth the criteria that will be utilized by IDS Telcom when disputing engineering charges/NONBI, NONB4 ("Engineering Charges"), and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows

- 1 The Parties agree to add the following section 2.4 to Attachment 7 of the Agreement

2.4 Disputing Engineering Charges. In the event that IDS determines that it has disputes as to the accuracy of the engineering charges and accuracy of NONB1, or NONB4 charges billed by BellSouth, each of the disputes shall be delineated individually and include the following (i) the Q account, (ii) Bill Date, (iii) Telephone Number, (iv) Service Order Number, (v) Dollar Amount Billed, (vi) Dollar Amount Disputed, and (vii) Specific reason for disputing the charge

- 2 This Amendment shall be deemed effective September 1, 2004 ("Effective Date")
- 3 All of the other provisions of the Agreement shall remain in full force and effect
- 4 Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Telecommunications Act of 1996 (47 U C S §252(e))

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

IDS Telecom, LLC

By: 

By: 

Name: Kristen Rowe

Name: Joseph C. Millstone

Title: Director

Title: manager

Date: 5/10/05

Date: 5/10/05

Version: Engineering Charges-Exhibit F Amendment -- Standard ICA
09/29/04

[CCCS Amendment 2 of 2]

[CCCS Amendment 2 of 2]

**Amendment to the Agreement
Between
IDS Telcom, L.L.C.
and
BellSouth Telecommunications, Inc.
Dated February 5, 2003**

Pursuant to this Amendment, (the "Amendment"), IDS Telcom, L L C (IDS Telcom), and BellSouth Telecommunications, Inc ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated February 5, 2003 ("Agreement") to be effective upon the date of the last signature executing the Amendment.

WHEREAS, BellSouth and IDS Telcom entered into the Agreement on February 5, 2003 and,

WHEREAS, BellSouth and IDS Telcom are amending the Agreement to reflect rates set forth in various Commission orders,

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows

- 1 The Parties agree to delete and replace the rates in Exhibit A to Attachment 7 for the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina, and Tennessee with the rates as set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference
2. This Agreement shall be deemed effective October 1, 2004 ("Effective Date")
- 3 All of the other provisions of the Agreement, dated February 5, 2003 shall remain in full force and effect
- 5 Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

General Terms and Conditions
Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

IDS Telcom, L.L.C.

By: Kristen E. Rowe

By: [Signature]

Name: Kristen E. Rowe

Name: Joseph C. Millstone

Title: Director

Title: manager

Date: 5/10/05

Date: 5/10/05

ODUF/ADUF/CMDS - Alabama												Attachment 7		Exhibit A		
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																
	ACCESS DAILY USAGE FILE (ADUF)															
	ADUF Message Processing per message					0 001851										
	ADUF Data Transmission (CONNECT DIRECT) per message					0 000113										
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF Recording, per message					0 000011										
	ODUF Message Processing, per message					0 002499										
	ODUF Message Processing, per Magnetic Tape provisioned					42 67										
	ODUF Data Transmission (CONNECT DIRECT), per message					0 000094										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS Message Processing per message					0 004										
	CMDS Data Transmission (CONNECT DIRECT) per message					0 001										
Notes If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party																

ODUF/ADUF/CMDS - Florida											Attachment 7		Exhibit A		
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect	OSS Rates (\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS															
	ACCESS DAILY USAGE FILE (ADUF)														
	ADUF Message Processing per message					0 001656									
	ADUF Data Transmission (CONNECT DIRECT) per message					0 0001245									
OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF Recording, per message					0 0000071									
	ODUF Message Processing, per message					0 002146									
	ODUF Message Processing per Magnetic Tape provisioned					35 91									
	ODUF Data Transmission (CONNECT DIRECT), per message					0 00010375									
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS Message Processing per message					0 004									
	CMDS Data Transmission (CONNECT DIRECT), per message					0 001									
Notes If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party															

ODUF/ADUF/CMDS - Georgia															
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 7		Exhibit A				
									Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS															
	ACCESS DAILY USAGE FILE (ADUF)														
	ADUF Message Processing, per message					0 001713									
	ADUF Data Transmission (CONNECT DIRECT) per message					0 00013027									
	OPTIONAL DAILY USAGE FILE (ODUF)														
	ODUF Recording per message					0 0000068									
	ODUF Message Processing, per message					0 002167									
	ODUF Message Processing per Magnetic Tape provisioned					36 06									
	ODUF Data Transmission (CONNECT DIRECT) per message					0 00010856									
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)														
	CMDS Message Processing per message					0 004									
	CMDS Data Transmission (CONNECT DIRECT), per message					0 001									
Notes If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party															

ODUF/ADUF/CMDS - Kentucky

CATEGORY		RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 7		Exhibit A				
										Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l			
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																
	ACCESS DAILY USAGE FILE (ADUF)															
		ADUF Message Processing, per message					0 001857									
		ADUF Data Transmission (CONNECT DIRECT) per message					0 00012447									
OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF Recording, per message					0 0000136									
		ODUF Message Processing, per message					0 002506									
		ODUF Message Processing per Magnetic Tape provisioned					35 90									
		ODUF Data Transmission (CONNECT DIRECT), per message					0 00010372									
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS Message Processing per message					0 004									
		CMDS Data Transmission (CONNECT DIRECT) per message					0 001									
Notes If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party																

ODUF/ADUF/CMDS - Louisiana															
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 7		Exhibit A				
									Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS															
	ACCESS DAILY USAGE FILE (ADUF)														
	ADUF Message Processing, per message					0 001825									
	ADUF Data Transmission (CONNECT DIRECT) per message					0 00012147									
OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF Recording, per message					0 0000117									
	ODUF Message Processing, per message					0 002446									
	ODUF Message Processing per Magnetic Tape provisioned					48 45									
	ODUF Data Transmission (CONNECT DIRECT), per message					0 00010122									
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS Message Processing per message					0 004									
	CMDS Data Transmission (CONNECT DIRECT), per message					0 001									
Notes if no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party															

ODUF/ADUF/CMDS - Mississippi															
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 7		Exhibit A				
									Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS															
	ACCESS DAILY USAGE FILE (ADUF)														
	ADUF Message Processing, per message					0 001861									
	ADUF Data Transmission (CONNECT DIRECT) per message					0 00012278									
	OPTIONAL DAILY USAGE FILE (ODUF)														
	ODUF Recording, per message					0 0000063									
	ODUF Message Processing, per message					0 002509									
	ODUF Message Processing per Magnetic Tape provisioned					49 04									
	ODUF Data Transmission (CONNECT DIRECT) per message					0 00010232									
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)														
	CMDS Message Processing per message					0 004									
	CMDS Data Transmission (CONNECT DIRECT), per message					0 001									
Notes If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party															

ODUF/ADUF/CMDS - South Carolina											Attachment 7		Exhibit A		
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates (\$)				
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS															
	ACCESS DAILY USAGE FILE (ADUF)														
	ADUF Message Processing, per message					0 001856									
	ADUF Data Transmission (CONNECT DIRECT), per message					0 00012515									
OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF Recording, per message					0 0000216									
	ODUF Message Processing, per message					0 002508									
	ODUF Message Processing, per Magnetic Tape provisioned					48 87									
	ODUF Data Transmission (CONNECT DIRECT), per message					0 00010429									
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS Message Processing, per message					0 004									
	CMDS Data Transmission (CONNECT DIRECT), per message					0 001									
Notes If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party															

ODUF/ADUF/CMDS - Tennessee												Attachment 7		Exhibit A			
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l		
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First							Add'l	
												OSS Rates (\$)					
												SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																	
ACCESS DAILY USAGE FILE (ADUF)																	
	ADUF Message Processing, per message					0 0018250											
	ADUF Data Transmission (CONNECT DIRECT), per message					0 00012147											
OPTIONAL DAILY USAGE FILE (ODUF)																	
	ODUF Recording, per message					0 0000044											
	ODUF Message Processing, per message					0 002446											
	ODUF Message Processing, per Magnetic Tape provisioned					52 75											
	ODUF Data Transmission (CONNECT DIRECT), per message					0 0000339											
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																	
	CMDS Message Processing, per message					0 004											
	CMDS Data Transmission (CONNECT DIRECT), per message					0 001											
Notes If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party																	